#### Name of Purchaser U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **TIMBER SALE CONTRACT** (Applicable to Sales to be Scaled after Felling) **National Forest** Ranger District Region **Contract Number** Pacific N-West Willamette Middle Fork **Termination Date** Sale Name **Award Date** 12/31/2016 Deception

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and \_\_\_\_\_\_\_\_\_\_\_hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: A - Specific Conditions, B - Standard Provisions, and C - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division C. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division C - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

#### **UNITED STATES OF AMERICA**

Two Witnesses: 1/	By:	
	-78	Contracting Officer
(Name)		(Title)
(Address)		(Purchaser) 2/
(Name)	Ву:	
(Address)		(Title)
		(Business Address)
, <sup>3/</sup> , cer	tify that I	am the
Secretary of the corporation named as Purchaser herein; that _		
who signed this contract on behalf of Purchaser, was then		
of the corporation; that the contract was duly signed for and in be		
within the scope of its corporate powers.		
\		CORPORATE SEAL 4/

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### INSTRUCTIONS:

1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.

2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

3/ The certificate must be completed if Purchaser is a corporation.

4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

E	EXAMPLE 1/					
	ctor Certification sion, Ineligibility, and Voluntary Exclusion					
Timber Sale Name: National Forest:						
proposal, that neither it nor its principals is presently	r tier covered transactions) certifies, by submission of this y debarred, suspended, proposed for debarment, declared in this timber sale by any Federal department or agency.					
Where the prospective subcontractor is unable to contractor subcontractor shall attach an explanation	ertify to any of the statements in this certification, such on to this proposal.					
Name of Subcontractor:						
Name of Subcontractor:Business Address:	<del> </del>					
<u></u>	-					
Date	Signature					
	ntractors complete this certification and to maintain a file of need to be returned to the Forest Service, except at the					

Sale Name: Deception	Contract No:
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The following conditions apply to the indicated portions of Division B - Standard Provisions issued June 2006

# A1 - Location and Area, applicable to B1.1

This Sale Area of 2500 acres more or less is located in:

Sections 3,4,10,11,14,15,22,23,26,27,34 T. 21S., R. 4E; W.M. Surveyed, Lane County, Oregon

# A2 - Volume Estimate and Utilization Standards, applicable to B2.1, B2.2, B2.4, and B6.4

				Minimum Specifications				
Species				Merchant	able Tree	Piece Required to be Removed		
	1	Estimated	Unit of Measure	Diameter Breast High (d.b.h.)	Number of Minimum Pieces per Tree	Length	Diameter Inside Bark at Small End	Net Scale in % of Gross Scale
		Quantity		(inches)	per mee	(feet)	(inches)	
Douglas-fir and Other Coniferous Species except Pacific Yew	Sawtimber	639.00	MBF	10.0	1	8	7.0	33.33
Timber S	ubject to Agreem	ent under C2.11	l#					
Softwood Other	Non-Saw	unestimated	MBF	7.0	1	8	2.0	N/A
Total Qua	intity	639.00	MBF					

# **A3- Timber Designations,** applicable to B2.3; acres are approximate:

	Number	Acres
Clearcutting Units (B2.31)		
Specified Road Clearing (B2.32)		
Overstory Removal Units (B2.33)	·	
Understory Removal Units (B2.34)	:	
Individual Trees (B2.35)		81
Incompletely Marked Timber (B2.36)		3.

### A4 - Timber Payment Rates, applicable to B3.1 and B4.0

A4a - For Species and Products to be Paid for at Rates Escalated under B3.2

### **Not Applicable**

A4b - For Species and Products to be Paid for at Flat Rates

			Rates per Unit of Measure					
Species	Product	Unit of Measure	Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	Required Deposits Slash Disposal \$	
Douglas-fir and Other Coniferous Species except Pacific Yew	Sawtimber	MBF	5,11	61,04			14.90	
Timber Subject to	Agreement under C2.	.11#						
Softwood Other	Non-Saw	MBF						

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

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The following definitions are established for the terms used in A4:

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under B3.31, B3.32, or B3.33.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in B3.31, B3.32, and B3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A4a is the Tentative Rate that is subject to quarterly adjustment under B3.2; for species and products in A4b, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Purchaser may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in C5.32#; and contract scaling deposits, if any, are given in C6.816#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in B3.2.

### A5 - Indices Used in Quarterly Adjustment, applicable to B3.2

### **Not Applicable**

#### A6 - High Stumps, applicable to B6.412

Species	Product	Maximum Stump Height (inches)
All	All	12

# A7 - Specified Roads, applicable to B5.2

Name and Date of Governing Road Specifications:

	Project		Арргох.	Sheet Numbers	Performance Responsibility		
Road No.	Name	Design Class	Length (mi./km.)	and Approval Date	Survey	Design	Construction Staking 1/
	NOT APPLICABLE						

 $<sup>^{1/}\</sup>mbox{Indicate timing, i.e., before clearing (BC)}$  or after clearing (AC). Applicable to B5.212.

# A8 - Forest Service Engineering Completion Schedule, applicable to B5.21

Road No.	Road Name	Type of Work	Completion Date
	NOT APPLICABLE		

# A9 - Scaling Instructions and Specifications, applicable to B6.8

Name and Date of Governing Instructions: FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Fiber scaling rules apply to nonsawtimber products. Check scaling will be performed on individual scaling locations.

		Scaling Specificat	ions		
		Maximum		Trim Allowance	
Species	Product	Scaling Length (feet)	Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	All	20	ALL	ALL	6

### A10 - Scaling Services, applicable to B6.81

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	Sawtimber	MBF	Purchaser should request a scaling site per B6.811, which meets the requirements contained in B6.814.	Conventional (100%) Log Scale	.00

# A11 - Minimum Scaling Volumes, applicable to B6.81

Minimum volume for Continuous Scaling Services in two-week period N/A MBF per scaler

Minimum volume for Intermittent Scaling Services N/A MBF on a N/A basis

# A12 - Fire Precautionary Period, applicable to B7.2

April 01 to October 31, inclusive

# A13 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to B7.3

Within 5 road miles

Fire Suppression Reinforcement, applicable to B7.312 and B 7.313

Within 100 road miles

# A14 - Purchaser's Obligation per Operations Fire, applicable to B7.41

Maximum Amount: \$ \$300,000.00

### A15 - Termination Date, applicable to B8.2

December 31, 2016

A16 -	Normal	Operating	Season	applicable to B6 31	B6 66	DQ 21	and RO 2

First Period:	May	01	to	November 30	inclusive
Second Period:			to		, inclusive

# A17 - Performance Bond Amount, applicable to B9.1

A18 - Downpayment, applicable	to B4.211
Downpayment Amount:	

# A19 - Periodic Payment Amount, applicable to B4.213

	Periodic Payment Determination Date	Amount
Initial Payment:		-
Additional Payment:		

A20 - Market-Related Contract Term Addition Producer Price Index, applicable to B8.212

Index Name: Not Applicable Index Number: N/A

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#### **A21 - Inapplicable Standard Provisions**

The following listed Sections, Subsections, or Items of Division B-Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

B4.211 DOWNPAYMENT

B4.4 PAYMENTS NOT RECEIVED

#### **A22 - List of Special Provisions**

The following listed special provisions are attached to and made a part of this contract as Division C. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

C2.11# TIMBER SUBJECT TO AGREEMENT (02/1971)

C2.35# (OPTION 1) INDIVIDUAL TREE DESIGNATION (06/2008)

C3.47# ABNORMAL DELAY (09/2004)

C4.21# (OPTION 1) TRANSFER OF PURCHASER CREDIT (07/2001)

C4.211 DOWNPAYMENT (06/2007)

C4.212 TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

C4.4 PAYMENTS NOT RECEIVED (08/2012)

C5.1# (OPTION 1) TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

 C5.12#
 USE OF ROADS BY PURCHASER (06/1999)

 C5.31#
 ROAD MAINTENANCE REQUIREMENTS (07/2001)

 C6.24#
 SITE SPECIFIC PROTECTION MEASURES (04/2004)

C6.29# PROTECTION OF HABITAT OF NESTING NON-THREATENED, ENDANGERED AND SENSITIVE RAPTORS

(09/2004)

C6.315# SALE OPERATION SCHEDULE (06/1994)

C6.405 ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

C6,41# SPECIFIC REQUIREMENTS (01/2000)

C6.42# YARDING/SKIDDING REQUIREMENTS (04/2003)

C6.6# EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (04/2014)

C6.7 SLASH DISPOSAL (06/2008)

C6.74# SLASH TREATMENT REQUIREMENTS (02/2002)
C6.84 (OPTION 1) USE OF PAINT BY PURCHASER (05/2005)

C7.1 PLANS (09/2004)

C7.2 SPECIFIC FIRE PRECAUTIONS (09/2002)
C7.201 BURNING BY PURCHASER (01/1993)

C7.22 EMERGENCY FIRE PRECAUTIONS (09/2004)

C8.13 DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)

C8.66# (Option 1) USE OF TIMBER (04/2004)

C8.71 TRIPARTITE LAND EXCHANGE (04/1999)